

BILL NO. S-77-05-37

SPECIAL ORDINANCE NO. S-109-77

AN ORDINANCE approving a contract with John Dehner, Inc. for Sanitary Sewer Improvement Resolution No. 874-77 - Allendale Place Addition.

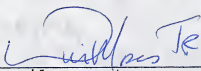
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:


SECTION 1. That the contract dated April 22, 1977 between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and John Dehner, Inc., for:

Improvement Resolution No. 874-77 to improve Kelmar Drive in Allendale Place Addition

for a cost of \$16,595.00 from the Water Pollution Control Utility and property owners under Barrett Bond, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,  
  
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by

John and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 1927, at \_\_\_\_\_ o'clock P. M., E.S.T.

DATE: 5/24/27

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses,

seconded by Stier, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	_____	_____	_____	<u>✓</u>	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 6-14-27

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. S-109-27 on the 14<sup>th</sup> day of June, 1927

ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15<sup>th</sup> day of June, 1927 at the hour of 1:00 o'clock P. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 20<sup>th</sup> day of June, 1927,

at the hour of 10:30 o'clock

P. M., E.S.T.

Robert E. Armstrong  
MAYOR

Hand to  
6/14/77

Bill No. S-77-05-37

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance  
approving a contract with John Dehner, Inc. for Sanitary Sewer Improvement  
Resolution No. 874-77 - Allendale Place Addition

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

*W. C. Moses Jr.*  
*D. J. Schmidt*

*Paul M. Burns*  
*Samuel J. Talarico*

6-14-77 CONCURRED IN  
DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK

# CONTRACT AND BOND

This Agreement, Made and entered into as of the 9<sup>th</sup> day of May, 19 77, by and between

JOHN DEHNER, INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

Beginning at an existing manhole located within the R/W of DeForest Ave. and 34+ LF southwest of the southwest corner of Lot #1 Allendale Place Addition as recorded in Plat Book 22, Pages 29 & 30; thence westerly across DeForest Ave. a distance of 95+ LF to a proposed manhole; thence southwesterly and parallel to the west line of said Allendale Place Addition a distance of 365+ LF to a proposed manhole; thence west and parallel to the north R/W line of Kelmar Drive a distance of 550+ LF; terminating at a proposed cleanout located 24+ LF north of the center line of R/W of Kelmar Drive.

Said sewer shall be 8" in diameter.

for the Following Prices

1. 8" VCP C-700	- Ten Dollars & Eighteen Cents	10.18
2. Manhole F.W. Type I-A	- Six Hundred Sixteen Dollars & twenty-five cents	616.25
3. Cleanout F.W. Standard	- Two Hundred Fifty Three Dollars & Seventy-five cents	253.75
4. #73 or #53 Special Backfill	- Thirteen Dollars & Forty-eight cents	13.48
5. 6" Deep Crushed Stone for Drives	- Two Dollars & ninety cents	2.90
6. 6" "Y" Tap to PL or EL incl. Permit	- One Hundred Fifty Dollars 00 Cents	150.00
7. Seeding 8/2" mulch	- One Dollar & eighty-eight cents	1.88
8. 8" deep Str. Asphalt w/curb	- Twenty Dollars & Thirty cents	20.30
9. Double Chip & Seal	- Four Dollars & Thirty-five cents	4.35
10. Broadcast Seeding	- No Dollars & forty-three cents	0.43

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of sanitary sewer Improvement Resolution No. 874-77 Amended and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 180 calendar days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 22<sup>nd</sup>

day of April, 19 77.

JOHN DEHNER, INC.

BY: Leald Dehner

ITS: VICE PRESIDENT

Contractor, party of the first part.

This contract approved by us this 9<sup>th</sup>

day of May, 19 77

Henry P. Dehner  
Edw. J. Dehner  
May J. Dehner

BOARD OF PUBLIC WORKS,  
Party of the second part.

Robert E. Armstrong  
ROBERT E. ARMSTRONG Mayor

# LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we JOHN DEHNER, INC.

as principal and XXXXXXXXXXXXXXXXXXXXX UNITED STATES FIDELITY & GUARANTY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTEEN THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS AND EIGHTY CENTS (\$ 16,595.80)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the 22<sup>ND</sup>

day of APRIL, 1977, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 22 day of April 19 77

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: Lance I. Ross

JOHN DEHNER, INC.

(SEAL)

BY: John Dehner

VICE PRESIDENT  
(SEAL)

UNITED STATES FIDELITY & GUARANTY

XXXXXXXXXXXXXXXXXXXXX

(SEAL)

BY: Lance I. Ross

(SEAL)

Attorney-in-fact

Approved this 9<sup>th</sup> day of May 19 77

Henry P. Wehner  
E. W. L. L. L.

May G. Scott  
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

James J. B...  
CITY ATTORNEY

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5,68,69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, Page 545, being Section 9459 of Burns Annotated Statutes Volume IV) (Section 40-1214 Burns Annotated 1952 Revision Volume VIII). It is further stipulated that any judgment rendered against the City of Ft. Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of an Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify an hold harmless City in the premises.

# GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we JOHN DEHNER, INC.

Contractors

as principal and XXXXXXXXXXXXXXXXXXXX

UNITED STATES FIDELITY & GUARANTY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTEEN THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS & EIGHTY CENTS (\$ 16,595.80)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said

JOHN DEHNER, INC.

did on the 22ND day of April, 1977 enter into a contract with the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and along KELMAR DRIVE, RESOLUTION NO. 874-77 AMENDED

according to certain plans and specifications, and also warranting and guaranteeing the work, material and conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said JOHN DEHNER, INC.

shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 22 day of April 19 77

JOHN DEHNER, INC.

(SEAL)

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: [Signature] VICE PRESIDENT (SEAL)

BY: [Signature] FIDELITY & GUARANTY BY: [Signature] UNITED STATES (SEAL)  
Attorney-in-fact

Approved this 9th day of May, 19 77

[Signature]  
[Signature]  
[Signature]  
Board of Public Works.



# GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana,  
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Thomas A. Zecha  
Vice-President.

(SEAL) (Signed) Ray H. Britt  
Assistant Secretary.

STATE OF MARYLAND, } ss:  
BALTIMORE CITY, }

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 19...78...

(SEAL) (Signed) Herbert J. Aull  
Notary Public.

STATE OF MARYLAND, }  
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL) (Signed) Robert H. Bouse  
Clerk of the Superior Court of Baltimore City.

PROJECT KELMAR DRIVE SANITARY SEWER

RES. NO. 874-1977 AMENDED

DATE APRIL 5, 1977

CONTRACTOR -----				JOHN DEHNER, INC.		BERCOT, INC.		NOBIS CONSTRUCTION CO. INC.			
CERTIFIED CHECK		EQUAL EMPLOYMENT STATEMENT			X		X		X		
NON-COLLUSION AFFIDAVIT				X		X		X			
BID BOND				X		X		X			
FINANCIAL STATEMENT				X		X		X			
	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
1	8" VCP C-700	1010± LF		10.18	10,281.80	11.10	11,211.00	18.60	18,786.00		
2	Manhole F.W. Type I-A	3± EA		616.25	1,848.75	566.00	1,698.00	690.00	2,070.00		
3	Cleanout F.W. Standard	1± EA		253.75	253.75	234.00	234.00	350.00	350.00		
4	#73 or #53 Special Backfill	55± CY		13.48	741.40	13.80	759.00	8.00	440.00		
5	6" Deep Crushed Stone for Drives	255± SY		2.90	739.50	4.30	1,096.50	2.60	663.00		
6	6" "Y" Tap to Pl. or El. Incl. Permit	6± EA		150.00	900.00	150.00	900.00	150.00	900.00		
7	Seeding & 2" Mulch	520± SY		1.88	977.60	.90	468.00	1.30	676.00		
8	8" Deep Strength Asphalt with curb	25± SY		20.30	507.50	22.00	550.00	20.00	500.00		
9	Double Chip & Seal	30± SY		4.35	130.50	3.30	99.00	3.00	90.00		
10	Broadcast Seeding	500± SY		0.43	215.00	0.48	240.00	1.00	500.00		
			ENGINEER'S ESTIMATE		(16,532.80)						
	CONTRACTOR'S TOTAL BID		21,800.00		* 16,595.80		17,255.50		24,975.00		
	ADVERTISING COST				40.00		40.00		40.00		
	EASEMENT & DAMAGES				500.00		500.00		500.00		
	HIGHWAY PERMITS										
	INSPECTION & ENGINEERING				3,300.00 (20,372.80)		3,300.00		3,300.00		
	MU-SE TOTAL ESTIMATE		25,640.00		* 20,435.80		21,095.50		28,815.00		

\*CORRECTED BY W.P.C.E.



*RSA*  
TITLE OF ORDINANCE SPECIAL ORDINANCE - SANITARY SEWER IMPROVEMENT RESOLUTION NO. 874-1977

DEPARTMENT REQUESTING ORDINANCE ALLENDALE PLACE ADDITION, KELMAR DRIVE  
BOARD OF PUBLIC WORKS

*S-77-05-37*  
SYNOPSIS OF ORDINANCE CONTRACT - SANITARY SEWER IMPROVEMENT RESOLUTION NO. 874-1977

ALLENDALE PLACE ADDITION, KELMAR DRIVE WITH JOHN DEHNER, INC., IN THE AMOUNT OF

\$16,595.80.

THIS WAS THE LOWEST OF THREE BIDS RECEIVED

(SEE TABULATION ATTACHED)

PRIOR APPROVAL REQUESTED MAY 10, 1977

EFFECT OF PASSAGE INSTALLATION OF SANITARY SEWER FOR KELMAR DRIVE

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SANITARY SEWER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$16,595.00 FROM WPC UTILITY  
AND PROPERTY OWNERS, BARRETT BOND.

ASSIGNED TO COMMITTEE \_\_\_\_\_

EP

*Public Works*